

LOURIE LANE HOMEOWNERS ASSOCIATION – Contract for Certified Water System Operator

Parties Involved:

CONTRACT OPERATOR:

Pat Hasson
3518 Westview Dr.
Spearfish, SD 57783
605-569-2520
hassonpd@gmail.com
Operator ID#: 1688

CONTRACT OPERATOR CERTIFICATIONS, DATE OBTAINED:

- Certified as Class I Small Water Treatment System Operator, 09/2001
- Certified as Class I Water Treatment Operator, 07/2005
- Certified as Class I Water Distribution Operator, 02/2006
- Certified as Class I Wastewater Treatment Operator, 02/2006
- Certified as Class I Wastewater Collections Operator, 12/2006
- Certified as Class II water Treatment Operations Specialist, 10/2013
- South Dakota DENR Certificate of Achievement, 2001 through 2019

WATER SYSTEM CONTACT:

Janet Carlson, Secretary/Treasurer
13 Lourie Lane
Spearfish, SD 57783
605-641-7329

Water System Description:

EPA ID#: 0416 TYPE OF SYSTEM: Community Water System

LOCATION: W ½ NE ¼ Sec 4-T6N-R2E

TOTAL POPULATION SERVED: 75

SYSTEM POPULATION: 75

NUMBER OF SERVICE CONNECTIONS: 33

WATER SOURCE: Alluvium Aquifer

TYPE OF TREATMENT: None

WELL #1: Year Built – 1972, Diameter – 6 inches, Depth – 68 feet, GPM – 50, Status – Permanent

WELL #2: Year Built – 1980, Diameter – 6 inches, Depth – 40 feet, GPM – 40, Status – Permanent

Purpose of Contract:

To fulfill South Dakota state requirement of Certified Water System Operator for Lourie Lane Homeowners.

Duties of Contractor:

- Collect and submit all system water samples
- Exercise all hydrants and valves on a regular basis
- Answer customer questions/complaints on water quality/quantity issues
- Be on-site for all Environmental Protection Agency (EPA) and Department of Environment and Natural Resources (DENR) inspections
- Maintain and manage all operational, maintenance, and required administrative records and notices for the water system
- Maintain efficient treatment system operation and maintenance (on-going and preventative)
- Provide good safe working environment
- Analyze operational data to determine changes and improvements needed for more efficient operation
- Be on-site at least once weekly
- Maintain a valid operator certificate while this contract is in effect
- Be in direct responsible charge of all operations and maintenance of the water system

Payment:

Monthly fee of \$250 billed at the end of each month, due by the 15th of the following month, & payable to Pat Hasson

Contract Effective Dates:

Services contracted for June 1, 2021 through May 31, 2022

Signatures:

HOA REPRESENTATIVE: Jan Carlson - Secretary LLHOA

Date: 5-21-21

WATER SYSTEM CONTRACT OPERATOR: Pat Hasson

Date: 5-21-21

SPEARFISH FOREST PRODUCTS – Contract for Certified Water System Operator

Parties Involved:

CONTRACT OPERATOR:

Pat Hasson
3518 Westview Dr.
Spearfish, SD 57783
605-569-2520
hassonpd@gmail.com
Operator ID#: 1688

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- Certified as Class I Wastewater Collections Operator, 12/2006
- Certified as Class II water Treatment Operations Specialist, 10/2013
- South Dakota DENR Certificate of Achievement, 2001 through 2019

WATER SYSTEM CONTACT:

John Fenlason
PO Box 910
Spearfish, SD 57783
605-642-7741
John.fenlason@neiman.com

Water System Description:

EPA ID#: 2313 TYPE OF SYSTEM: Non-Transient Non-Community
TOTAL POPULATION SERVED: 180 SYSTEM POPULATION: 180 NUMBER OF SERVICE CONNECTIONS: 7
WATER SOURCE: WELL #1: Minnelusa Aquifer, WELL #2: Madison Aquifer TYPE OF TREATMENT: None
WELL #1: Year Built – 1940, Diameter – 6 inches, Depth – 500 feet, GPM – 250, Status – Permanent
WELL #3: Year Built – 1987, Diameter – 7 inches, Depth – 855 feet, GPM – 450, Status – Permanent

Purpose of Contract:

To fulfill South Dakota state requirement of Certified Water System Operator for Spearfish Forest Products.

Duties of Contractor:

- Collect and submit all system water samples
- Exercise all hydrants and valves on a regular basis
- Answer customer questions/complaints on water quality/quantity issues
- Be on-site for all Environmental Protection Agency (EPA) and Department of Environment and Natural Resources (DENR) inspections
- Maintain and manage all operational, maintenance, and required administrative records and notices for the water system
- Provide good safe working environment
- Analyze operational data to determine changes and improvements needed for more efficient operation
- Be on-site at least once weekly
- Maintain a valid operator certificate while this contract is in effect
- Be in direct responsible charge of all operations and maintenance of the water system

Payment:

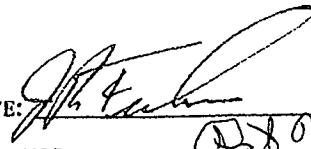
Monthly fee of \$250 billed at the end of each month, due by the 15th of the following month, & payable to Pat Hasson

Contract Effective Dates:

Services contracted for June 1, 2021 through May 31, 2022

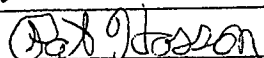
Signatures:

WATER SYSTEM REPRESENTATIVE:



Date: 8/9/2021

WATER SYSTEM CONTRACT OPERATOR:



Date: 8-9-21



PHONE 605.996.6636

EMAIL Sales@DakotaPump.com

WEB DakotaPump.com

ADDRESS 25524 413th Ave. Mitchell, SD 57301

The following outlines the water operation contract between Rushmore Candy Co. and Dakota Pump Inc.

Section 1) Parties Involved

1. Tim Weber/Will Lind Dakota Pump Inc. 12065 Quaal RD Suite 99 Blackhawk, SD 57718
2. Tim holds certificates for Class 4 Water Treatment State of SD and Class 4 Water Distribution State of SD
3. The system we will be working on for this contract is The Rushmore Candy Co. 9815 S HWY 16 Rapid City SD 57702. (EPA #2346)

Section 2) Description of the System

The Rushmore Candy Co. at 9815 S HWY 16 Rapid City SD 57702 located just off HWY 16 south of Rapid City. They are a business that serves the public. The source for the system is ground water that is produced from a well on the property.

Section 3) Purpose of the Contract

Rushmore Candy Co. at 9815 S HWY 16 Rapid City SD 57702 is currently in need of a system operator that has a qualified certification. Rushmore Candy Co. at 9815 S HWY 16 Rapid City SD 57702 station needs sampling, site visits, testing, and reporting.

Section 4) Duties of the Contract Operator

Dakota Pump Inc. will collect and submit all water system samples that are required for the year. For this year that means Dakota Pump Inc. will from June moving forward take all the samples for BCT, Lead and Copper, THC, VOC, Nitrate, and SOC that are required. We will take samples and deliver them to the lab for testing. Rushmore Candy Co. at 9815 S HWY 16 Rapid City SD 57702 will be required to make payment to the lab for required testing. Dakota Pump Inc will take Chlorine residual measurements as needed. We will be doing weekly and monthly inspections of the site and collecting all state required water samples. Anything outside of taking samples, testing, and monthly onsite visits will be addressed at the rates shown in Section 5 of this document. Dakota Pump Inc will maintain an employee with a valid operator's certificate while this contract is in effect. Dakota Pump Inc will take responsibility for testing of the water system. Any on site work or construction can be discussed but it not covered in this contract.

Section 5) Payment Amount

A monthly fee of \$375.00 dollars plus tax will be billed for sampling and weekly visits. Anything outside the sampling, testing, and normal weekly visits will be billed at an hourly rate of \$115.00 per hour per man plus equipment and materials. The \$115.00 per hours is for normal business hours that are 8am to 5pm Monday through Friday. Anything outside that time frame will be billed at \$135.00 per hour per man. Jobs or system upgrades that can be planned will be quoted and agreed to prior to work starting. Other items to be billed on a case by case basis at rates listed above plus taxes.



PHONE 605.996.6636

EMAIL Sales@DakotaPump.com

WEB DakotaPump.com

ADDRESS 25524 413th Ave, Mitchell, SD 57301

Section 6) Dates

The billing rates of the contract as laid out above will be good for the remainder of 2021. During this time either party may walk away or cancel at any time for any reason. The contract is good for 2021 and ends December 31st 2021 for freezing rates as listed above for the taking of samples and sites visits once a month as well as hourly rates for other projects. At the end of the contract a new contract can be negotiated by both sides or this may be extended if both parties are comfortable.

Section 7) Signatures

Rushmore Candy Co.

9815 S HWY 16

Rapid City SD 57702

Will Lind

Dakota Pump Inc

12065 Quaal RD Suite 99

Blackhawk, SD 57718

SOUTH DAKOTA BOARD OF OPERATOR CERTIFICATION

Section 1-Parties Involved The following are required:

1. **Gabriel Shagla, 13016 Lakeview Dr., Hot Springs, SD 57747**
2. **Small Water System Operator**
3. **Sheps Canyon Cove Mobile Home Park, 28149 Sheps Canyon Cove Ct., Hot Springs, SD 57747, EPA #2256**

Section 2-Description of the System Sheps Canyon Cove MH Park has a well connected to the Inyan Kara aquifer. The well is a 40 GPM single well, dual reservoir, sodium hypochlorite feed disinfection system with 51 mobile homes and 16 campsites.

Section 3-Purpose of the Contract Gabriel Shagla is certified and hired to fulfill the obligation of needing a Certified Water Operator. Gabriel is to assist in transition of ownership of property.

Section 4-Duties of the Contract Operator

A list of possible duties for a **water operator** is as follows:

1. Collect and submit all water system samples
2. Exercise all hydrants and valves on a regular basis
3. Maintain and record amount of water used on a weekly basis.
4. Answer customer complaints on water quality/quantity issues
5. Take chlorine residual measurements and maintain a chlorine level of at least 0.3 mg/l in all areas of the distribution system weekly on Monday morning.
6. Be on-site for all Environmental Protection Agency (EPA) and Department of Environment and Natural Resources (DENR) inspections
7. Keep operational, maintenance, and administrative records of all water system activities
8. Maintain efficient system operation and maintenance (on-going and preventative)
9. Develop budget for water system
10. Provide good safe working environment
11. Analyze operational data to determine changes and improvements for more efficient operation
12. Establish operator training program
13. Be able to respond to water issues. Gabriel Shagla 605-415-0600.
14. Supervise contractee's system personnel and their work activities
15. Shall be on-site at least 1 day per week and at least 2 hours per week
16. Shall maintain a valid operator certificate while this contract is in effect

Section 5-Payment Amount

Gabriel will head the operation, \$35 per hour, includes weekly maintenance and monthly lab tests taken to Mid Continent Testing and Lab in Rapid City and tasks directed by Owner. Major maintenance will be at Bent Pine equipment rates.

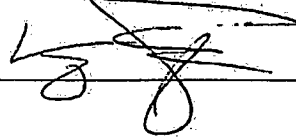
Section 6-Dates Start date beginning May 21, 2021 and to end December 31, 2021.

Section 7-Signatures of all Parties Involved

Gabriel Shagla

A handwritten signature in black ink, appearing to read 'Gabriel Shagla', written over a horizontal line.

Tom Iverson

A handwritten signature in black ink, appearing to read 'Tom Iverson', written over a horizontal line.

Contract for Water Reclamation Operator Assistance and Contract Operator

THIS CONTRACT FOR WATER RECLAMATION OPERATOR ASSISTANCE AND CONTRACT OPERATOR AGREEMENT (this "Agreement" is entered into this 18 day of May 2021 (the "Effective Date"), between the City of Harrisburg, South Dakota ("City") and Mark Hierholzer, a South Dakota resident ("Contract Operator").

Purpose: The City is constructing a 1 MGD water reclamation (wastewater treatment) facility that is scheduled to be operational in October 2021. The City does not currently have a required certified Class III wastewater treatment operator for the facility, nor does the City have extensive experience and knowledge in operating a Class III facility. Therefore, the City endeavors to contract with a certified operator to meet State requirements and also provide operational assistance, until current staff can be developed.

Facility Description: The site is located 1/2 mile to the southeast side of the City. The facility is an extended aeration Aeromod type system consisting of pretreatment, biological treatment through activated sludge, clarification, and UV disinfection. The treatment system also includes a main pump station to the facility and a 5 mile forcemain to the Big Sioux River discharge point. Sludge is dewatered via a Fournier fan press and is stored onsite until land applied or landfilled.

Facility Information: City of Harrisburg Water Reclamation Facility
47631 274th St
Harrisburg, SD
Permit #: SD0023728

Contract Operator: Mark Hierholzer
1003 E Walnut St
Harrisburg, SD 57032
– South Dakota Class IV certified wastewater treatment operator.

Scope of Services:

- Be in direct responsible charge of all operations and maintenance of the wastewater system.
- Provide Class III wastewater treatment signatory on all SDDENR Discharge Monitoring Reports.
- Provide at least 1 weekly site visit.
- Provide on call operational assistance via phone call, text, email, or additional site visits.
- Provide review and advise on the following:
 - Day-to-day operation of the facility.
 - Necessary operational adjustments.
 - Site and equipment maintenance and repairs.
 - Sampling for permit compliance and process monitoring.
 - Laboratory testing of samples.
 - Calculations and recording of testing results.
 - Biosolids handling and disposal.
 - Reporting of results or other submittal requirements to SDDENR.
 - Emergency procedures.
 - Compliance with the City's Surface Water Discharge permit and Biosolids permit.
 - Provide information upon request on treatment concepts, such as F:M ratio, MCRT, MLSS, SVI, HRT, and bacteria control.

- Assist in troubleshooting operational issues such as failing to meet permit requirements, high flow events, sludge characteristics.
- Assist in troubleshooting equipment issues such as pumps, blowers, and lab equipment.

The City acknowledges the contract operator may have other responsibilities during normal day time working hours, such as full-time employment elsewhere. The City will make reasonable allowances for delayed on-site responses during these times and will not consider these instances of a failure to perform the services described in this contract.

Term and Termination: One year starting on June 1, 2021 and ending on June 30, 2022 (the "Term").

- Termination.
 - End of Term. Notwithstanding anything herein to the contrary, unless City and Contract Operator otherwise agree in writing, this Agreement shall terminate automatically on the at the end of the Term.
 - Without Cause. City may terminate this Agreement at any time, without Cause (as defined below), upon twenty (20) days written notice to Contract Operator.
 - With Cause. City may terminate this Agreement for Cause at any time effective upon written notice to Contract Operator. "Cause" shall be defined as (i) a breach of this Agreement, (ii) a failure to perform the Services in a manner acceptable to the City, (iii) misappropriation of any City confidential information, funds or property, (iv) the indictment, conviction, plea of guilty or plea of no contest to a crime involving fraud or moral turpitude or for which imprisonment is a possible penalty by Contract Operator or any employee or agent of Contract Operator performing Services under this Agreement, or (v) negligence, fraud, breach of fiduciary duty, misconduct or violation of law by Contract Operator or any employee or agent performing Services under this Agreement.

Compensation: Services provided by Contract Operator will be compensated with a base fee of \$200.00 per month plus at an hourly rate of \$125.00 per hour, with billing increments of 0.25 hours. Each instance of contact and response, whether be a phone call, text, email, etc., for services will be billed a minimum 0.25 hours. Each site visit will be billed at a minimum of 1.0 hours. Travel expense to the facility or City's requested meeting location shall be compensated at a rate of \$1.00 per mile if traveling more than 3 miles round trip.

The amount will not exceed \$15,000 in 2021 and \$17,000 in 2022, unless an amendment for services is agreed upon prior to exceeding these amounts.

Independent Contractor: Contract Operator, including any employee or agent, it may assign to perform Services under this Agreement is not to be considered an agent or employee of City for any purpose. Contract Operator represents and warrants that Contract Operator generally holds itself out as an independent contractor for hire, and Contract Operator and City acknowledge and agree that Contract Operator will provide and perform the Services as an independent contractor. None of the benefits, if any, provided by City to its employees, including, but not limited to, worker's compensation insurance, medical insurance, and unemployment insurance, will be available from or provided by City for Contract Operator or for any of the Contract Operator's agents or employees, and City will not withhold and will have no obligation to withhold federal, state, or municipal income taxes or other taxes. Contract Operator understands that Contract Operator is responsible to pay, according to law, all applicable

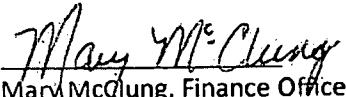
federal, state, and local income and withholding tax obligations or contributions imposed by social security, unemployment insurance, or worker's compensations insurance in connection with performing the Services on its own behalf or on behalf of its employees, if any. Nothing herein will be deemed to cause this Agreement to create any joint employer, agency, partnership, or joint venture between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

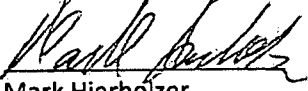
CITY OF HARRISBURG:


Derrick Wenck, Mayor
City of Harrisburg

ATTEST:


Mary McClung, Finance Officer
City of Harrisburg

CONTACT OPERATOR:


Mark Hierholzer
Contract Operator